

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**and**  
**EAST JEFFERSON FIRE RESCUE**  
**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES CONTRACT**  
**IA 709-030**

For park facilities within City boundaries located at Fort Worden and Rothschild House State Parks.

THIS CONTRACT entered into on the effective date hereof between Washington State Parks and Recreation Commission, hereinafter referred to as the "STATE" and the East Jefferson Fire Rescue, hereinafter referred to as the "FIRE" witnesseth:

WHEREAS, FIRE is organized and equipped to give fire protection and emergency medical services within and in the vicinity of its boundaries, and the STATE desires that FIRE will provide such protective services to certain facilities owned by STATE, known as Fort Worden and Rothschild House State Parks, THEREFORE:

1. Beginning on the effective date as shown below, FIRE shall furnish fire protection to STATE facilities as named above and lying within the City of Port Townsend, Washington.
2. STATE shall pay annually on July 1, upon submission of invoice by FIRE, during each year of this Contract, **Fourteen Thousand, Eight Hundred Forty, and 13/100ths Dollars (\$14,840.13)** (an amount based on the estimated square footage of facilities, 463,754 square feet at a rate of \$.032 per square foot), for fire protection and emergency medical services necessary for the protection and safety of personnel and property pursuant to the provisions of Chapter 39.34 and 35.21 RCW as now or hereafter amended. Changes in the actual square footage during the contract period shall not affect the contract amount established herein.
3. STATE and FIRE each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions or those of their officers, agents, or employees to the fullest extent required by law and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.
4. This Contract shall be for a period of two years beginning upon the effective date indicated below and shall be subject to renewal and any change in the square foot rate upon mutual written agreement of the parties.
5. FIRE hereby acknowledges that STATE is an equal opportunity employer and that all Washington State Parks are developed and maintained for the enjoyment of all persons regardless of race, creed, color, religion, national origin, sex, marital status, age, disabled and Vietnam era veterans or the presence of any disability; and, FIRE agrees not to discriminate against any client, employee, or applicant for employment because of the aforementioned reasons.
6. Any dispute arising out of the conduct of this Contract shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall select a third panel member who shall chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. The determination of the dispute panel shall be nonbinding. However, neither party shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism set forth herein.
7. This Contract may not be modified nor amended except upon the mutual written agreement of the parties hereto.
8. This Contract may be terminated upon the mutual written consent of the parties. In the event of cancellation or termination of this Contract, for any reason, FIRE shall reimburse STATE a prorated amount for the remainder of the fiscal year from the date of said cancellation or termination through the June 30 following.

**Effective date: July 1, 2007** as evidenced by the below signatures of the parties properly authorized to bind the organization.

**EAST JEFFERSON FIRE RESCUE**

**WASHINGTON STATE PARKS AND  
RECREATION COMMISSION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_